

**REMARKS**

The Rejection of claims 1-2, 4-7, 16-18, 24, and 31 under 35 U.S.C. 103(a) over the combination of Wong (20030149578) in view of Rivera et al. (US20020107699) is respectfully traversed.

Both the present invention and Wong broadly relate to systems through which business entities may acquire information relative to suppliers for the business entity. However, the objectives of Wong's system for accessing supplier information are very different from those of the present claimed invention.

The present invention, as defined in claim 1 and claims 2-23 which depend from claim 1, covers a system and method through which the business entity at the head of a supply chain can use aggregate information about supply conditions for parts procured by multiple tiers of suppliers for the business at the head. The invention provides the head with the ability to drill down to every level of the supply chain to monitor and review all activity. The head can pass through a direct supplier to all subsequent subcontractors to monitor all activity regarding the supplying of goods.

In order to implement this monitoring and review by the head entity, there must be 1) a database including information from the sets of tiers of suppliers relating to two or more of the following: price, inventory, delivery schedules, backorders and

supply interruptions, exceptional events, contracts, and past transactions. In addition, there must be 2) a dictionary of translations that can be used to translate transitive information in this database information from the various sets of tiers of suppliers for cross-tier communication in this extended supply chain.

**The basic reference:** Wong has no suggestion of the above combination of elements. Wong appears to teach an intelligent procurement agent (IPA) that analyzes data controlled by a back-end office system to expose selected information to the trading parties. The IPA deploys intelligent business tools to improve the success rate of problem resolution. The IPA processes exception events to manage procurement situations. These exception events are processed so that they may be encapsulated with appropriate ability to deploy corrective actions to entities such as suppliers via interactive messaging.

Wong does not suggest 1) a database including information from the sets of tiers of suppliers relating to two or more of the following: price, inventory, delivery schedules, backorders and supply interruptions, exceptional events, contracts, and past transactions. Examiner (citing sections 0072, 0073, 0094, and 0787 in Wong) appears to be relying on the disclosure in Wong related to the handling of exception events for such a

suggestion. Applicants only find mention of what appears to be strictly supply/demand information that includes purchase order, demand, and bill of materials. Applicants are unable to find contracts as being part of Wong's exception event database. It appears that Wong's teaching is limited to exception handling relating to supply and demand, and not to a combination of two or more factors that includes contracts.

Even of greater significance is Wongs' failure to even suggest 2) a dictionary of translations that can be used to translate transitive information in this database information from the various sets of tiers of suppliers for cross-tier communication in this extended supply chain. The Examiner admits this on page 4 of the Office Action. Examiner tries to cure this defect in the teaching of the basic Wong reference by citing sections in Wong (0056, 0069, 0097, and 0717) discussing "translations", and then arguing that it would be obvious to combine Wong with the modifying Rivera Publication, which relates to "translations" to render the present invention unpatentable.

Applicants submit that the translations disclosed in both Wong and Rivera are translations of the format of the information being processed, e.g. message format, and not of the information content i.e. the meaning or definition in the claimed dictionary for translating transitive (content) information. Thus, there is

clearly no need for any dictionary of translations in Wong. It is significant to note that neither Wong nor Rivera even mention dictionary.

All of the citations of the Examiner in Wong (0056, 0069, 0097, and 0717) for "translations" are concerned with translations in the format of the message being transmitted. This has nothing to do with the present claimed dictionary of translations that can be used to translate -- i.e., define -- transitive (content) information in this database information from the various sets of tiers of suppliers.

**Rivera et al.** does not in any way make up for the deficiencies of the Wong. It is solely concerned with only translations in format. In Rivera the supplier and buyer exchange information through their respective back-end systems. In order to translate -- i.e., reformat -- data from the buyer to the supplier, the data manager first translates the data from the buyer-native format into an intermediate neutral format in which the data is stored. The data is then translated from the intermediate neutral format into a supplier-native format. Sections 0053-0055 in Rivera (cited by Examiner) describe a process of translating the buyer-native format into a neutral or industry standard format, e.g. XML (a standard Mark-up Language for formatting Internet-compatible documents and messages), and

then translating into supplier-native format through formatting maps.

Examiner tries to equate the neutral formatting in Rivera's translations with Applicants' claimed dictionary of translations that can be used to translate transitive information in a database.

Applicants submit that this neutral formatting process of Rivera is not analogous or suggestive of a dictionary which translates the transitive information. Rivera's neutral formatting is only concerned with the translation of the form or appearance of the information. Rivera is unconcerned with the content of the information being reformatted. It is not seen how Rivera's reformatting translations could in any way be suggestive of a dictionary for translating the transitive information i.e. content between the various sets of tiers of suppliers for cross-tier communication in this extended supply chain.

Accordingly, it is submitted that independent system claim 1 and its dependent claims 2, 4-7, 16-18, as well as remaining system claims 3, 8-15, 19, and 21-23 that also depend from claim 1 are patentable under 35 U.S.C. 103(a) over the combination of Wong (20030149578) in view of Rivera et al. (US20020107699).

It is further submitted that independent method claim 24 and claims 25-37 which depend from claim 24 are also patentable under

35 U.S.C. 103(a) over the combination of Wong (20030149578) in view of Rivera et al. (US20020107699). Like the system claims, method claims 24-37 include a dictionary of translations that can be used to translate transitive information in this database information from the various sets of tiers of suppliers for cross-tier communication in this extended supply chain. For all of the same reasons set forth hereinabove with respect to claim 1, it is submitted that the combination of Wong in view of Rivera does not suggest a method through which the business entity at the head of a supply chain can use aggregate information about supply conditions for parts procured by multiple tiers of suppliers for the business at the head through the combination of a database including information from the sets of tiers of suppliers relating to: price, inventory, delivery schedules, backorders and supply interruptions, exceptional events, contracts, and past transactions through the use of a dictionary of translations that can be used to translate transitive information in this database information from the various sets of tiers of suppliers for cross-tier communication in this extended supply chain.

**Specific Rejections with respect to Dependent Claims:**

The rejection of claims 3, 21, and 28-29 under 35 U.S.C. 103(a) as being unpatentable over the combination of Wong and Rivera as set forth hereinabove further in view of Katz (US2003/0149578) is respectfully traversed. At page 11, the Office Action states that while the Wong and Rivera combination does not teach a presentation element wherein aggregated information is presented, Katz discloses a method that enables suppliers to leverage enterprise and marketplace data in order to improve business decision making.

Applicants submit that they have established patentability over the basic combination of Wong and Rivera for independent claims 1 and 24 from which claims 3, 21, and 28-29 respectively depend. Thus, these dependent claims are submitted to be patentable.

The rejection of claims 8-10, 15, 33-34, and 37 under 35 U.S.C. 103(a) as being unpatentable over the combination of Wong and Rivera as set forth hereinabove further in view of Johnson et al. (US2003/0023540) (page 14 of the Office Action) is respectfully traversed. These dependent claims are submitted to be patentable over the basic combination of Wong and Rivera for reasons established hereinabove for the patentability of independent claims 1 and 24 from which these claims depend.

Likewise, the rejection of claim 11 under 35 U.S.C. 103(a) as being unpatentable over the combination of Wong, in view of Rivera as set forth hereinabove further in view of Johnson et al. (US2003/0023540), and still further in view of Dutta (US200300284700) (page 18 of the Office Action) is respectfully traversed. This dependent claim is submitted to be patentable over the basic combination of Wong and Rivera for reasons established hereinabove for the patentability of independent claim 1. Claim 11 derives its patentability from claim 1 from which it depends.

Also, the rejection of claims 19 and 25 under 35 U.S.C. 103(a) as being unpatentable over the combination of Wong, in view of Rivera as set forth hereinabove further in view of Johnson et al. (US2003/0023540), and still further in view of Yehi (US200200916140) (page 19 of the Office Action) is respectfully traversed. These dependent claims are submitted to be patentable over the basic combination of Wong and Rivera for reasons established hereinabove for the patentability of respective independent claims 1 and 24. Claims 19 and 25 respectively derive their patentability from claims 1 and 24 from which the claims depend.



Lastly, the rejection of claims 22-23, 26-27, and 30 under 35 U.S.C. 103(a) as being unpatentable over the combination of Wong, in view of Rivera as set forth hereinabove further in view of Harm et al. (US2003/0040823) (page 20 of the Office Action) is respectfully traversed. These dependent claims are submitted to be patentable over the basic combination of Wong and Rivera for reasons established hereinabove for the patentability of respective independent claims 1 and 24. Claims 22-23, 26-27, and 30 also respectively derive their patentability from claims 1 and 24 from which these claims depend.

In view of the foregoing, this Application is submitted to be in condition for allowance, and such allowance is respectfully requested.

Respectfully submitted



Dated: February 12, 2007

Dane C. Butzer  
Reg. No. 43,521

Swernofsky Law Group  
P.O. Box 390013  
Mountain View, CA 94039-0013  
(650) 947-0700